

State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
Honolulu, Hawaii

May 13, 2010

Board of Land and
Natural Resources
Honolulu, Hawaii

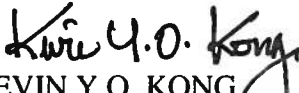
RE: Request Board Approval to Enter Into a Joint Enforcement Agreement between the Department of Land and Natural Resources and the National Marine Fisheries Service, Office of Law Enforcement (NMFS/OLE)

The 2010 Joint Enforcement Agreement provides \$475,000 in federal funding to facilitate the operations, administration, and funding for the Division of Conservation and Resources Enforcement (DOCARE) to enforce federal and state laws and rules relating to endangered species, marine mammal protection, commercial fisheries and marine sanctuaries.


RECOMMENDATION:

The Division of Conservation and Resources Enforcement requests approval of the 2010 Joint Enforcement Agreement and asks that the Chairperson be authorized to approve the final agreement after review and approval as to form by the Office of the Attorney General. Changes recommended to DLNR by the Attorney General's Office will be incorporated into the final document in order to meet all State requirements.

Respectfully submitted,


KEVIN Y.O. KONG
Acting Enforcement Chief

APPROVED FOR SUBMITTAL:


LAURA H. THIELEN, Chairperson
Board of Land & Natural Resources

2010 JOINT ENFORCEMENT AGREEMENT

Between
State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
And
The U.S. Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Office of Law Enforcement

I. PURPOSE

The purpose of this Joint Enforcement Agreement (JEA) between the U.S. Department of Commerce, (DOC), National Oceanic and Atmospheric Administration, (NOAA), National Marine Fisheries Service, (NMFS), Office of Law Enforcement, hereafter "OLE," and the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Conservation and Resources Enforcement (DOCARE), hereafter "State" and/or "AGENCY," is to facilitate the operations, administration, and funding of the AGENCY to enforce Federal laws and regulations under the statutes set forth in the Cooperative Enforcement Agreement (CEA) between the OLE and the State. Further, this JEA sets forth specific operational requirements necessary to carry out this JEA and explains the methods by which compliance is to be accomplished. Where used in this JEA, the term "State" means any State of the United States, Commonwealth, Territory or Possession in which the AGENCY is located.

II. BACKGROUND and SCOPE

This JEA is intended to be consistent with the purposes and intent of §1861(h) of the Magnuson-Stevens Fishery Conservation and Management Act, ("MSFCMA"), 16 U.S.C. §1801, to the extent applicable to the regulated activities. In addition, this JEA and Division Enforcement Plan (DEP) are intended to provide a framework for the enforcement of Federal and State fisheries regulations in the Exclusive Economic Zone (EEZ) offshore of the State, between the OLE and the AGENCY. Central to this JEA is the prevention and detection of violations by officers from the AGENCY who are deputized to enforce certain Federal laws and regulations. Key features of this jointly administered plan include an increased overt presence by officers of the AGENCY to achieve higher levels of voluntary compliance with Federal regulations, the issuance of Federal funds by the OLE, and the processing through resolution of certain specified cases, which could be handled under either Federal or State law.

III. AUTHORITY

- A. Participation in this JEA is requisite upon the existence of a current Cooperative Enforcement Agreement (CEA) between the OLE and the State which deputizes State officers to perform marine resource law enforcement for DOC/NOAA.
- B. During the course of this JEA, the AGENCY may enforce any statute authorized in the CEA. Depending upon the priorities set forth in the active DEP, as modified periodically, DOC/NOAA may or may not provide funding under this JEA pursuant to any or all of the

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following statutory provisions:

DOC/NOAA has authority to protect the Nation's fisheries and engage in fishery conservation and management activities under the Magnuson-Stevens Fishery Conservation Management Act (MSFCMA) generally. DOC/NOAA is further authorized, under 16 U.S.C. §1861 (a), to enforce provisions of the MSFCMA and, in conducting such enforcement, to utilize the personnel, services, equipment (including aircraft and vessels), and facilities of such State agencies on a reimbursable basis or otherwise.

DOC/NOAA has authority to protect the Nation's threatened and endangered species and engage in their conservation under the Endangered Species Act (ESA) generally. DOC/NOAA is further authorized, under 16 U.S.C. §1540 (e)(1) to enforce provisions of the ESA and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies with or without reimbursement.

DOC/NOAA has authority to prevent illegal trafficking of fish and wildlife taken and/or possessed in violation of State, Federal, Indian tribal and foreign laws and engage in conservation and management activities under the Lacey Act Amendments (Lacey Act) generally. DOC/NOAA is further authorized, under 16 U.S.C. §3375 (a) to enforce provisions of the Lacey Act and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies with or without reimbursement.

DOC/NOAA has authority to protect the Nation's national marine sanctuaries and engage in conservation and management activities under the National Marine Sanctuaries Act (NMSA) generally. DOC/NOAA is further authorized under 16 U.S.C. §1437 (h), to enforce provisions of the NMSA and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies on a reimbursable or non-reimbursable basis.

DOC/NOAA has authority to protect the Nation's marine mammals and engage in conservation and management activities under the Marine Mammal Protection Act of 1972 (MMPA) generally. DOC/NOAA is further authorized, under 16 U.S.C. 1377 (b) and 16 U.S.C. §1861 (h)(1), to utilize State personnel, services, and facilities to enforce the provisions of the MMPA.

- C. The State has the authority to enter into this JEA and conduct the activities contemplated by this JEA under Hawaii Revised Statutes, section 199-3(a)(3), which authorizes DLNR to enter into cooperative agreements with federal agencies for conservation and resources enforcement activities within the State, sections 183D-8, 187A-1.6, 187A-8, 195D-5, and section 29-14, which applies because the State will receive federal funds under this JEA .

IV. DEPUTIZATION

Consistent with and subject to the provisions of the current CEA, those law enforcement officers who are members of the AGENCY and who are designated by the State as marine conservation law enforcement officers shall possess the powers and authorities provided in the CEA, and are authorized to perform the duties of DOC/NOAA contemplated by this JEA, relating to the law enforcement provisions of the MSFCMA, and any other marine resource law detailed in the State's current CEA.

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V. COMPONENTS

The components of this JEA include the current CEA, this document, the Division Enforcement Plan, (either the original or as modified), the Financial Plan, and any amendment or addendum which may be executed according to this JEA. All of the documents, including the CEA, whether physically attached or not, are incorporated by reference and are made a part hereof.

VI. GENERAL TERMS

- A. All enforcement activities under this JEA shall be conducted in compliance with the terms of this JEA and its components.
- B. Subject to the availability of appropriate funding, the AGENCY will provide fully trained, equipped and federally deputized officers to conduct specific, directed, and targeted enforcement activities by patrolling at sea and/or dockside using AGENCY equipment to increase compliance with Federal law and regulations, and/or other fully trained and equipped AGENCY personnel to conduct administrative or support activities necessary for the administration of this JEA.
- C. The ability of the AGENCY to operate within this JEA will be subject to limitations which include but are not limited to: weather conditions, mechanical problems, compliance with the Federal Fair Labor and Standards Act, and emergency deployment due to natural or manmade disasters, state emergencies or civil disturbances, or domestic terrorism contingencies.
- D. Allocation of patrol hours to a particular vessel or geographic location will be made on the basis of operational needs with the overall goal of achieving the highest possible compliance with the Federal fishing laws and regulations detailed in the CEA. Operational considerations will dictate the number of officers deployed for each patrol.
- E. The AGENCY will engage in community education and outreach activities as part of this JEA and may incorporate JEA funding to develop and distribute promotional and educational material for this purpose. The materials should inform the public of the problems our various federally protected living marine resources are encountering. It should also inform the public of the importance of reporting suspected abuses and possible violations of existing State and Federal laws and regulations pertaining to living marine resources.
- F. The AGENCY will notify the OLE regional office, or any senior OLE regional supervisor of any incident in which AGENCY officers performing work under this JEA use any degree of force in the course of their duties which results in any injury or death. This notification will take place within four (4) hours of any serious injury or life threatening event including death, or within 24 hours for less significant injuries. Such notification will include the date, time, location, type of force used, identity of person(s) injured and nature of the injuries, and any injured person(s) current status and location, if known (i.e. hospitalized, home rest, etc.). Upon written request from the Director, OLE, or the Office of General Counsel for Enforcement and Litigation, (GCEL), the AGENCY will provide all information related to the incident to the OLE or the GCEL. Any information provided by the AGENCY shall be subject

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to all confidentiality provisions as provided by Federal law.

- G. The AGENCY will notify the OLE regional office, or any senior OLE regional supervisor, of any incident in which AGENCY officer(s) performing work under this JEA sustained any injury to them self in the performance of official duties. This notification will take place within four (4) hours of any serious injury or life threatening event including death, or within 24 hours for less significant injuries. Such notification will include the date, time, location, type of force used, identity of person(s) injured and nature of the injuries, and any injured person(s) current status and location, if known (i.e. hospitalized, home rest, etc.). Upon written request from the Director, OLE, or the GCEL, the AGENCY will provide all information related to the incident to the OLE or the GCEL. Any information provided by the AGENCY shall be subject to all confidentiality provisions as provided by Federal law.

VII. AGENCY RESOURCE COMMITMENT

- A. The primary consideration from the AGENCY is the commitment to provide a specified number of hours for Federal marine resource law enforcement priorities, in terms of personnel and equipment, in exchange for a specified funding from the OLE.
- B. During the term of this JEA, AGENCY will provide 2,900 hours of specific, directed, and targeted Federal marine resource law enforcement or related activity under this agreement, including 850 hours of Major Program targeted enforcement activity.
- C. Subject to revision periodically as provided herein, AGENCY commits to the following:

Dockside—Personnel:	1,100 Hours
At-Sea—Personnel:	500 Hours
At Sea—Vessel:	250 Hours
Clerical:	100 Hours
Outreach:	100 Hours
Major Program – At Sea – Personnel:	400 Hours
Major Program – At Sea – Vessel:	100 Hours
Major Program – Dockside:	350 Hours
TOTAL:	2,900 Hours

- D. The AGENCY and OLE agree that the total number of hours set forth herein is intended to be flexible and allow the most efficient and effective use of those hours for the purposes of increased Federal marine resource law enforcement.

VIII. FEDERAL ENFORCEMENT PRIORITIES

- A. During the term of this JEA, the AGENCY agrees to focus its enforcement effort and committed hours on those Federal enforcement priorities outlined in the DEP and identified herein for increased enforcement activity.

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B. The AGENCY agrees to utilize its personnel and equipment to address the following Federal enforcement priorities, listed in order of importance:

1. Protected Species/Endangered Species Act
2. Federally Permitted Commercial Longline Fishing Vessels
3. Federally Regulated Bottomfish Species
4. Hawaiian Islands Humpback Whale National Marine Sanctuary

IX. PURCHASES/EXTERNAL COSTS

A. The AGENCY may utilize up to fifty (50%) percent of the total amount provided herein to purchase equipment or services necessary to accomplish its mission.

B. The AGENCY will purchase the following equipment or service with JEA funds during the term of this JEA. *A detailed description of all purchases is set forth in the Financial Plan attached hereto.*

Equipment: \$236,724.00

C. Any equipment or service purchased will be used primarily for marine conservation law enforcement.

D. The AGENCY will, within 30 days of the purchase of any equipment or service under this JEA provide copies of proof of purchase to the OLE.

X. HANDLING OF INVESTIGATIONS & CASES

A. AGENCY officers will investigate and enforce violations of Federal marine natural resource laws and regulations guided by the jointly agreed upon enforcement priorities detailed in the DEP.

1. The AGENCY will handle as appropriate through resolution, e.g., by administrative, civil and/or criminal prosecution, restitution, or otherwise, in its court system, or in any subordinate court or administrative system with appropriate jurisdiction within the State, all cases which may be handled under State law only, and certain cases which may be handled under either Federal or State law, whether such cases originate in State or Federal waters. The parties anticipate that these types of cases comprise many, if not most, of the violations that will be detected.
2. Additionally, the AGENCY will handle as appropriate all cases which do not comply with Federal procedures and guidelines, practices, laws, and regulations.
3. Upon detection of any violation of an enforcement priority that involves substantial aggravating circumstances, the AGENCY will immediately contact the OLE. A determination of whether the State or NOAA will handle the case will be made jointly with the regional NOAA GCEL and the appropriate State attorney.

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4. The AGENCY will immediately contact the OLE upon the detection of any other case involving Federal laws under which the OLE has authority, including but not limited to the Magnuson-Stevens Act, the Endangered Species Act, the Lacey Act, the Marine Mammal Protection Act, the Atlantic Coastal Fisheries Cooperative Management Act, the Atlantic Tunas Convention Act, and the National Marine Sanctuaries Act, the Marine Mammal Protection Act, and Northern Pacific Halibut Act.
- B.** The State hereby certifies that it has the authority and jurisdiction to handle such cases as outlined in paragraph A, above.
- C.** For those cases involving violations of Federal fisheries or marine natural resources laws (i.e. MSFCMA, ESA, NMSA, MMPA, and the Lacey Act) detected by AGENCY officers that will be prosecuted federally, whether administratively, civilly, or criminally, the basic procedures are as follows:
1. The cases will be documented using AGENCY forms or other forms as jointly agreed to by the AGENCY and the OLE and then provided to the OLE at the earliest practical date and within statutory and regulatory guidelines outlined in the DEP. The OLE will accept for review those cases which are properly prepared for Federal action and meet all applicable Federal procedures and guidelines, practices, law, and regulations outlined in the DEP.
 2. To the extent agreed upon in advance or as requested by the OLE Special Agent(s), AGENCY officers will conduct follow-up investigations of any Federal violation forwarded for Federal action. These investigations may include obtaining documents, researching records, conducting surveillance and conducting interviews. The AGENCY will work closely with the local OLE Special Agent(s) to ensure a good flow of information and to address current areas of concern by the OLE and/or the Federal administrative, civil and/or criminal attorney(s).
 3. When necessary, AGENCY officers will be made available to testify in Federal administrative and judicial proceedings. The OLE will pay the approved cost of travel for all AGENCY officers to assist the OLE in any Federal administrative or judicial proceeding.

XI. FUNDING

The funding of this JEA is for one (1) year. The OLE transfers \$475,000.00 to the AGENCY. All responsibilities under this JEA are subject to the availability of appropriated funds.

XII. PERIOD

This JEA becomes effective on September 01, 2010. The JEA expires ONE year(s) from the effective date. It may be terminated before that date by mutual written agreement of the OLE and the AGENCY.

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XIII. USE OF FUNDS

- A.** All monies allocated under this JEA are intended to fund the AGENCY for all reasonable direct services and costs outlined in the JEA, such as personnel, vessel expenses, equipment purchase, maintenance, fuel, and repairs.
- B.** Any funds not obligated before expiration or termination of this JEA must be returned to the OLE. The AGENCY may request, at least 30 days prior to the expiration or termination of this JEA that the OLE extend the expiration date of this JEA.
- C.** The OLE may, at its sole discretion and so long as this JEA has not already expired or been terminated, agree to extend the expiration date of this JEA to any date up to the congressionally mandated limit of the availability of the funds, September 30, 2012. Any funds not obligated prior to the expiration of any extended date must be promptly returned to the OLE.

XIV. MEASUREMENT OF PERFORMANCE OBJECTIVES

- A.** The OLE is required to conduct regular OLE division-level inspections and reviews, and periodic on-site performance reviews of the AGENCY in order to verify and measure the AGENCY's reported activities, expenditures, and overall performance. The AGENCY will cooperate in these reviews as provided below.
- B.** In addition, the AGENCY will prepare and submit monthly reports according to the terms of the DEP. Where this agreement covers a one (1) year period, the AGENCY will also prepare and submit a final report to the OLE within 90 days of the expiration or termination of this JEA. The final report will contain a summary of all of the activities set forth in the monthly reports, any other measurable performance objectives, and any other relevant information requested by the OLE or desired by the AGENCY that explains or highlights activities undertaken under this JEA.
- C.** In the event this JEA is for a two (2) period, the AGENCY will produce an annual report for each year and forward to OLE within 90 calendar days of the anniversary of the effective date. A final report will be forwarded within 90 calendar days of the expiration or termination of this JEA.

XV. RECORD RETENTION/ACCESS

The AGENCY shall keep such records relating to work conducted under this agreement as deemed necessary by the Department of Commerce, National Marine Fisheries Service, and/or the OLE. Upon written request, the AGENCY will make available to the OLE, within three (3) business days, copies of all records, invoices or other evidence of payments to third parties for all work and services performed for the OLE under this agreement.

XVI. AUDIT, EXAMINATION, AND REVIEW

Representatives of the Department of Commerce, its Office of Inspector General, and the Office of Law

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Enforcement shall have access, for the purpose of audit, examination, and review, to any books, documents, papers, and records of the AGENCY that relate to the work conducted under this agreement.

XVII. CONFIDENTIALITY OF DATA AND INFORMATION

Pursuant to this JEA, the OLE may provide confidential data and information to the AGENCY, provided the State has certified to the OLE that State law provides for the confidentiality of that data in accordance 16 U.S.C. §1881a [see, 16 U.S.C. §1861(i)]. Where State law cannot maintain that confidentiality, the OLE will not provide the State or its officers with any data that is deemed confidential data pursuant to 16 U.S.C. §1881a. If, at anytime during the term of this JEA, the State can show that they can provide for the confidentiality of data pursuant to 16 U.S.C. §1881a, this JEA may be amended to allow State access to such confidential data.

XVIII. INJURIES AND PROTECTION FROM LIABILITY

AGENCY officers, while acting according to and under the authority of this JEA may be provided coverage for injuries sustained while enforcing Federal laws and provided protection from liability, as set forth in the CEA.

XIX. MODIFICATION AND CANCELLATION

The provisions of this JEA may be modified by written agreement or amendment, or cancelled by written agreement of both parties.

In furtherance of the overall goal to maximize the efficiency of enforcement operations, the OLE and the AGENCY recognize that Federal enforcement priorities may change during the course of the JEA. In the event that a change in enforcement strategy is required, and so long as the AGENCY has the resources and is capable of performing the additional duties, the OLE and the State may, by amendment or other written agreement, modify the work to be performed or equipment, services, or property to be purchased under the JEA. This JEA recognizes and encourages that flexibility.

XX. OTHER PROVISIONS

Nothing herein is intended to conflict with any current DOC, NOAA, NMFS, or State directives. If any provisions of this JEA are inconsistent with such directives, those portions of this JEA that are inconsistent shall be invalid, but the remaining terms and conditions shall remain in full force and effect. At the first opportunity for review of the JEA, all necessary changes will be accomplished by either an amendment to this JEA or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

Should disagreements arise on the interpretation of the provisions of this JEA, or amendments, and/or revisions thereto, that cannot be resolved at the operating unit level; the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

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Alan D. Risenhoover, Acting Director
Office of Law Enforcement
National Marine Fisheries Service
National Oceanic & Atmospheric Administration

Date:

Laura H. Thielen
Chairperson
Department of Land and Natural Resources

Date:

DIVISION ENFORCEMENT PLAN
2010 JOINT ENFORCEMENT AGREEMENT
BETWEEN
National Marine Fisheries Service
Office of Law Enforcement
And
State of Hawaii
Department of Land and Natural Resources

I. DURATION

This Division Enforcement Plan (DEP) is intended to cover:

Year: 09/01/10 - 08/31/11

Revisions or modifications to the Divisional Enforcement Plan must be provided to HQ within 15 days.

II. PURPOSE

The purpose of this DEP is to set forth the specific operational requirements necessary to carry out the provisions of the Joint Enforcement Agreement (JEA) between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Office of Law Enforcement, hereafter, "OLE," and the State of Hawaii, Department of Land and Natural Resources (DLNR), hereafter "AGENCY." Further, this DEP explains the methods by which compliance is to be accomplished. The DEP will serve as the day-to-day operational framework for this JEA. It contains those Federal priorities that will be targeted for increased enforcement by the AGENCY during this JEA.

III. SCOPE OF PLAN

This DEP identifies living marine resource and conservation priorities targeted for increased enforcement under the JEA, explains, describes, and elaborates upon the work to be performed by the AGENCY, mandates reporting requirements, sets forth enforcement guidelines, and identifies points of contact for the AGENCY and the OLE.

IV. ASSISTANCE OBTAINING MAGNUSON-STEVENSON ACT CONFIDENTIAL DATA

- A. The Magnuson-Stevens Marine Fishery Conservation and Management Act allows State law enforcement personnel access to Magnuson-Stevens Act confidential data, for enforcement purposes, pursuant to 16 USC 1881a (b)(1)(C). In some cases the AGENCY and/or OFFICER will have direct access to Magnuson-Stevens Act confidential data, for enforcement purposes, via arrangements with OLE. In other cases, Magnuson-Stevens Act confidential data will not be directly accessible to the AGENCY and/or OFFICER (e.g. data maintained by NMFS Regions, NMFS Science Centers, NMFS Offices, and/or OLE). In these cases the AGENCY and/or its OFFICERS will follow the procedures outlined below to obtain access to Magnuson-Stevens Act confidential information to which they do not otherwise have direct access.
- B. If the AGENCY or OFFICER needs access to Magnuson-Stevens Act confidential data to which they do not otherwise have direct access, for enforcement purposes, the AGENCY or OFFICER shall request (either orally or in writing) the assistance of OLE in obtaining

said data. Any such request should be directed to the Division Cooperative Enforcement Program (CEP) Coordinator responsible for this JEA. In the event that the CEP Coordinator is unavailable, request should be directed to the Division CEP Manager contact listed for this JEA. In the event that the JEA contact is unavailable, the request may be directed to the Special Agent-in-Charge (SAC) or Deputy Special Agent-in-Charge (DSAC) for the OLE Region in which the AGENCY is located.

V. REPORTING

- A. The AGENCY will submit monthly reports of all activities using the OLE's web-based reporting system, if required, or in a format established by the OLE no later than the 20th of every month.
- B. The monthly report will include, but is not limited to, all targeted enforcement activity at-sea and dockside hours; air patrol hours; administrative and clerical hours; outreach and education hours; the number of commercial, recreational, and/or headboat/tournament fishing contacts, by fishery or fishery management plan; the number of inspections; and the number of enforcement actions, which include warnings, citations, and/or arrests, and summary settlements. The AGENCY will provide a separate list of every citation issued or arrest made during the month, categorized by fishery or fishery management plan and will include the citation or arrest number.
- C. In addition, the AGENCY will report all education and outreach activities and will report the number of activities and the estimated number of individuals attending each activity.
- D. The Special Agent-in-Charge of the division in which the AGENCY is located may request the AGENCY to provide additional information or reports as needed to manage, plan, and evaluate AGENCY performance under this JEA.
- E. The AGENCY will provide the following additional information to the OLE:

N/A

VI. MODIFICATIONS

Alterations, modifications, and changes to the DEP are expected as needs and priorities change during the course of this JEA. The DEP may be modified by written agreement between the SAC and the appropriate AGENCY representative. A formal amendment to the JEA or DEP is required if substantive provisions of the JEA or DEP are to be altered, modified, or changed.

VII. CONTROLLING STATUTES, REGULATIONS, ETC.

For purposes of this DEP, Federal procedures and guidelines, practices, and law may include but are not limited to the following:

The Magnuson-Stevens Act, the Endangered Species Act, the Lacey Act, the Atlantic Tunas Convention Act, the National Marine Sanctuaries Act, the Atlantic Coastal Fisheries Cooperative Management Act, the Northern Pacific Halibut Act, the Freedom of Information Act, the Privacy Act, and regulations and notices issued there under;

In addition to the regulations above, all other regulations and notices issued under the authority of DOC, including but not limited to:

15 C.F.R. Part 904;
50 C.F.R. Parts 600 and 622;
The Civil Asset Forfeiture Reform Act of 2000 (CAFRA);
The Small Business Regulatory Enforcement Fairness Act (SBREFA);
Applicable DOJ provisions.

VIII. CONTACTS

For Agency: Laura H. Thielen
Chairperson, Board of Land and Natural Resources
808-587-0401
laura.h.thielen@hawaii.gov

Division CEP Manager: John Barylsky
Assistant Special Agent in Charge
808-203-2555
john.barylsky@noaa.gov

Division CEP Coordinator: Nicholas Mitsunaga
Enforcement Technician
808-203-2530
nicholas.mitsunaga@noaa.gov

IX. FEDERAL ENFORCEMENT PRIORITIES

A. The AGENCY and OLE agree the total number of hours set forth herein is intended to be flexible and allow the most efficient and effective use of those hours for the purposes of increased Federal enforcement:

B. Dockside – Personnel:	1,100 Hours
At Sea – Personnel:	500 Hours
At Sea – Vessel:	250 Hours
Clerical:	100 Hours
Outreach:	100 Hours
Major Program	400 Hours
At Sea – Personnel:	
Major Program	100 Hours
At Sea – Vessel:	
Major Program – Dockside:	350 Hours
TOTAL:	2,900 Hours

C. During the term of this DEP, the AGENCY will provide the following targeted enforcement activities:

PRIORITY #1: Protected Species (includes Monk Seals, Sea Turtles, and Dolphins, etc.)
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Dockside Activities: Monitor and investigate illegal takes and other violations involving the endangered/threatened species and marine mammals.

For Monk Seals and Sea Turtles, this priority's land patrol segment will largely be focused on the illegal use of gill nets by local fishermen, which causes takes of protected species. In addition, land based patrols will be carried out to conduct enforcement related to unleashed dogs shoreside, which can result in take violations in relation to Monk Seals.

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☐ Other: Describe

Dockside Hours: 700 Hours
(Optional)

At-Sea Activities: Monitor and investigate illegal takes and other violations involving the endangered/threatened species and marine mammals. For Monk Seals and Sea Turtles, this priority's at sea segment will largely be focused on the illegal use of gill nets by local fishermen, which causes takes of the protected species.

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☐ Other: Describe

At-Sea Hours: 650 Hours
(Optional)

PRIORITY #2: Federal Fishery - Federally Permitted Commercial Longline Fishing Vessels.

Dockside Activities: Conduct dockside boardings of federally permitted longline fishing vessels to ensure compliance and/or investigate violations of Federal fishery laws and regulations. These boardings shall occur at the ports of Honolulu and Hilo, Hawaii

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☐ Other: Describe

Dockside Hours: 300 Hours
(Optional)

PRIORITY #3: Federal Fishery - Federally Regulated Bottom Fish Species

Dockside Activities: Conduct dockside and boat ramp boardings and inspections of vessels engaged in bottomfishing, to ensure compliance and investigate violations of Federal bottomfish regulations and rules.

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☐ Other: Describe

Dockside Hours: 100 Hours
(Optional)

At-Sea Activities: Conduct at-sea boardings and inspections of vessels engaged, or suspected to be engaged, in bottomfishing, to ensure compliance and investigate violations of Federal bottomfish regulations and rules. These boardings may occur in State and/or Federal waters.

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☐ Other: Describe

At-Sea Hours: 100 Hours
(Optional)

- D. During the term of this DEP, the AGENCY will provide outreach and education activities consistent with the goals of this JEA:

Outreach and Education Activities:

Outreach Activities: Distribute information and provide education related to federal law through pamphlets and other educational materials to the public, with or without NOAA involvement. Distribution of information will take place at fishing festivals, schools, dockside, etc.

Outreach Hours: 100 Hours
(MANDATORY)

- E. During the term of this DEP, the AGENCY will provide the following administrative or clerical activities in support of this JEA:

Administrative/Clerical Activities #1:

Clerical Activities: JEA data collection and terminal entry, as well as general administrative oversight of the program

☐ Full Time ☒ Part Time

Clerical Hours: 100 Hours
(MANDATORY)

- F. During the term of this DEP, the AGENCY will provide specific, directed, and targeted enforcement activities in support of the following NOAA major programs.

Major Program Activity #1: Hawaiian Island Humpback Whale NMS

Dockside Activities: Monitor and investigate illegal takes, interactions and other violations relating to Humpback whales within the Hawaiian Islands Humpback Whale National Marine Sanctuary and within Hawaiian waters.

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☒ Other: Enhanced enforcement from December through May

Dockside Hours: 350 Hours
(MANDATORY)

At-Sea Activities: Monitor and investigate illegal takes, interactions and other violations relating to Humpback whales within the Hawaiian Islands Humpback Whale National Marine Sanctuary and within Hawaiian waters.

Season: ☐ Spring ☐ Summer ☐ Fall ☐ Winter ☐ Year Round
☒ From 09/01/10 – 08/31/11
☒ Other: Enhanced enforcement from Dec. through May

At-Sea Hours: 500 Hours
(MANDATORY)

X. SIGNATURES

It is agreed that the OLE and the AGENCY will complete the terms of the JEA and the DEP according to the terms set forth herein.

William Pickering
Special Agent-in-Charge
Pacific Islands Division

Date:

Kevin Y.O. Kong
Acting Enforcement Administrator
Division of Conservation and Resources
Enforcement

Date: